

The Corporation of the City of Kawartha Lakes

AGENDA

LINDSAY-OPS LANDFILL PUBLIC REVIEW COMMITTEE

2017-129

Wednesday, March 15, 2017

4:00 P.M.

Weldon Room

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:

Councillor Brian S. Junkin

Chris Appleton

Barry Hodgson

William McLaren

Lloyd Robertson

Larry Scrivens

Ken Trodd

Accessible formats and communication supports are available upon request.

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11.	<u>ADJOURNMENT</u>	

The Corporation of the City of Kawartha Lakes
MINUTES
LINDSAY-OPS LANDFILL PUBLIC REVIEW
COMMITTEE

2017-128
Wednesday, February 15, 2017
4:00 P.M.
Weldon Room
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:

Councillor Brian S. Junkin
Lloyd Robertson- Chair
Chris Appleton- Vice Chair
Barry Hodgson
William McLaren
Larry Scrivens
Ken Trodd

Accessible formats and communication supports are available upon request.

1. **CALL TO ORDER**

The Secretary called the meeting to order at 4:00 p.m.

1.1 **Election of 2017 Officers**

Staff made the first call for nominations to the Chair position. Lloyd Robertson was nominated. Lloyd Robertson accepted the nomination.

A second call for Chair nominations were made. No nominations were put forward.

The final call for Chair nominations was made. No nominations were put forward.

Lloyd Robertson accepted the position of chair.

CARRIED

Lloyd Robertson made the first call for nominations to the Vice-Chair position. Chris Appleton was nominated. Chris Appleton accepted the nomination.

A second call for Vice-Chair nominations was made. Bill McLaren was nominated. Bill McLaren needed to respectfully decline the nomination.

The final call for Vice-Chair nominations was made. No nominations were put forward.

Chris Appleton accepted the position of Vice-Chair.

CARRIED

2. **ADOPTION OF AGENDA**

MOVED BY: Barry Hodgson

SECONDED BY: Bill McLaren

RESOLVED THAT the agenda be approved with the addition of item 9.1 Review of 2017 Curbside Battery Collection Dates, item 9.2 Leaf and Yard Waste Tipping Fees and item 9.3 City's Website Redesign.

CARRIED

3. **DISCLOSURES OF PECUNIARY INTEREST**

There were no declarations of pecuniary interest noted.

4. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

MOVED BY: Councillor Brian Junkin

SECONDED BY: Chris Appleton

RESOLVED THAT the minutes from Wednesday January 18, 2017 be approved as circulated.

CARRIED

5. GUEST PRESENTATIONS

5.1 Updated Electrical Generator Proforma

City staff presented an updated Electrical Generation Project Proforma dated February 13, 2017. This update included a calculation for interest made had the City invested capital monies, interest costs reflecting an average of the last 10 years, has less operating expense categories that reflect actual costs and an updated rate of return of 6.06% over 20 years.

Other items discussed included that 8% of the electricity generated in utilized by the landfill site and the remaining is used by the Water Pollution Control Plant (WPCP). Future plans to upgrade the WPCP will increase energy efficiency. Also, there was a discussion regarding when peak landfill gas will be generated during site operation and how long after closure it is anticipated gas generation will occur.

MOVED BY: Chris Appleton

SECONDED BY: Bill McLaren

RESOLVED THAT the 2012 Proforma, Updated February 13, 2017 Proforma for Electricity Generation Project and the comparison document be received.

CARRIED

5.2 Capital Projects Update

See attached email summary.

6. REPORTS

6.1 PRC Activity Summary Spreadsheet

See attached summary.

7. LANDFILL COMPLAINTS

No complaints.

8. LEACHATE OUTBREAKS

No leachate outbreaks.

9. OTHER NEW BUSINESS

9.1 Review of 2017 Curbside Battery Collection Dates

Question raised regarding the 2017 dates selected as these dates may not accommodate seasonal residents. Staff provided the rationale that these dates are in line with the City's Fire Department promotion of changing smoke detector batteries during Daylight Savings time changes. A review of participation rates and waste quantities collected will be undertaken. If the review shows that the dates need to be adjusted, new dates can be selected for 2018.

9.2 Leaf and Yard Waste Tipping fess

Concerns were raised that these tipping fees were not reviewed with the Lindsay Ops PRC. Residents that don't wish to pay new tipping fee starting March 31, 2017 will be encouraged to participate in scheduled curbside collections, mulch leaves on their properties or use dry leaves in backyard composting practices.

9.3 City's Website Redesign

Staff advised that a redesign of the City's website is underway. Initial discussions regarding all committee pages indicate that little information will be posted on the new City website. Committee recommendations were to include the current terms of reference, current year agenda packages (with minutes) and a link to annual landfill reports.

10. PUBLIC COMMENT PERIOD

No comments.

11. NEXT MEETING

Wednesday March 15, 2017, Weldon Room, City Hall, commencing at 4:00 p.m.

12. ADJOURNMENT

**Lindsay Ops Landfill Public Review Committee
Action List**

Meeting Date of Activity	Action	Responsibility	Action Item Date:	Status
15-May-13	PRC requested updates on use of Alternative Daily Cover (ADC) at the Lindsay Ops landfill.	CKL	Monthly	Feb 15 Meeting: No further update.
15-May-13	PRC requested updates on the Landfill Gas Electricity Generation Project.	CKL	Monthly	Feb 15 Meeting: See meeting minutes for discussion summary.
20-Nov-13	Provide updates to the PRC on the movement of compost operations at the landfill site	CKL	As Available	Feb 15 Meeting: J. Buchyns from the Corporate Assets Division provided an update, see attached. Also, review questions for the sewage works amendment application have been received and a response is being prepared.
15-Jan-14	That the PRC is copied on Staff Reports to Council regarding the Lindsay Ops Landfill	CKL	As Available	Feb 15 Meeting: No further reports to Council.
16-Jul-14	Provide updates to PRC on the progress of the clear bags program	CKL	Monthly	Feb 15 Meeting: Recent newspaper article reports on January success since mandatory clear bag setout. First month shows 20% increase in recycling tonnes, double anticipated rate. City is working to thank the public for their support and participation. Questions on transfer station building capacity and roadside dumping has been minimal.
21-Jan-15	Provide update on quarterly PCB testing (SW3/ SW13)	CKL	Quarterly	Feb 15 Meeting: PCB sampling to be included in Spring GW/ SW sampling.
17-Jun-15	MOECC Comments	CKL	As Available	Feb 15 Meeting: Email notifications sent to MOECC and circulated to PRC included a letter report on the sub-grades for cell 4/5, timing of updating the current Operations and Maintenance Manual and contractor work on Sundays.
18-Nov-15	Fenelon Pollinator Project Updates	CKL	As Available	Feb 15 Meeting: No update.
20-Jan-16	Cell 4/5 Construction	CKL	As Available	Feb 15 Meeting: See attached capital project summary.
17-Feb-16	Public Open House	CKL	As Available	Feb 15 Meeting: To be hosted September 20, 2017.
15-Jun-16	Litter Fencing	CKL	As Available	Feb 15 Meeting: Has been working well in windy winter weather to catch any blowing litter.
23-Nov-16	Biomonitoring	CKL	As Available	Feb 15 Meeting: Staff touched base with Cambium prior to field work (Feb 6) to highlight concerns and identify additional actions required in the field and subsequent follow up when results are received.
18-Jan-17	SW Results from the WPCP Outfall	CKL	As Available	Feb 15 Meeting: Provide any results if available at the March meeting.

Angela Porteous

From: Jeff Buchyns
Sent: Wednesday, February 15, 2017 6:10 PM
To: Angela Porteous
Cc: David Kerr; Heather Dzurko
Subject: Lindsay Ops PRC Capital Project Update

Follow Up Flag: Follow up
Flag Status: Completed

Angela,

Here's a write-up on the projects we discussed at the PRC:

- 1) Lindsay Ops Cells 4/5 Northern Half Expansion, Phase I:
 - Construction started in August 2016
 - Construction is projected to finish the week of February 13-17, 2017
 - Estimated Cost at Commencement of Contract = \$1,800,000 + HST
 - Estimated Final Cost at Completion of Contract = \$1,750,000 + HST
 - Costs include:
 - o Construction
 - o Contract Admin & Engineering Support
- 2) Lindsay Ops Cells 4/5 Northern Half Expansion, Phase II:
 - Project scheduled for construction in 2018
 - Operations has been asked to monitor rate of fill on new cell, to verify need for construction in 2018
 - If not required, construction will be deferred
 - Estimated cost = \$1,300,000 (based on Engineer's estimate)
 - Costs include:
 - o Construction
 - o Contract Admin & Engineering Support
- 3) Lindsay Ops Compost Pad relocation
 - Construction method is being revised by consultant
 - Estimated time for tender is mid-April, 2017
 - Estimated start for Construction is mid-July, 2017
 - Estimated completion of Construction by mid to late August, 2017
 - Estimated cost = \$600,000 (Budget Amount)
 - Costs include:
 - o Construction
 - o Contract Admin & Engineering Support

Responsibility for management of major Landfill Capital Projects is undertaken by the Corporate Asset Division of the Engineering and Corporate Assets Department.

Everyone seems to be in agreement to me giving periodic updates. I'll let you decide the frequency.

Thanks for the opportunity,

Jeff Buchyns

Asset Management Coordinator
Engineering & Corporate Assets
CITY OF KAWARTHA LAKES
12 Peel Street
Lindsay, Ontario K9V 5R8

Phone: 1(705) 324-9411 ex 2347

Fax: 1(705) 324-3122

Email: jbuchyns@city.kawarthalakes.on.ca

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Request for Informal Quotation RFQ 2016-012 for Investigation Option for a Construction & Demolition Waste Recycling Program

Quotations are due on or before: December 7, 2016

Note: Quotations that are received after the deadline will not be considered.

Requirements

Quotations are requested for all technical staff labour, meetings, materials and equipment necessary to complete an investigation for feasibility of implementing a landfill drop-off construction and demolition waste recycling program. Please read the document carefully.

Questions will be received via email to Angela Porteous at aporteous@city.kawarthalakes.on.ca until November 21, 2016 at 4:00 PM. If required, an addendum may be released to address the questions that are submitted. It is the Vendor's responsibility to read and acknowledge addendums.

Please complete the information requested below. Fax or email this completed and signed form directly to Angela Porteous at aporteous@city.kawarthalakes.on.ca or fax to 705-328-3122.

Fulfillment of any order is in accordance with the standard terms and conditions with this request for quotation. Any materials used, labour or service expended to provide an estimate or quotation for goods or service, prior to any order by the City, shall be at the risk and expense of the Vendor providing the quotation.

Vendor Management Program

The City of Kawartha Lakes is committed to providing a safe and healthy working environment for employees and contractors. To promote this type of environment, the City created a vendor management program consisting of three components:

- a) Pre-qualification;
- b) Environment, Health and Safety; and
- c) Performance Management

The vendor management program specifies the minimum standards required to work with the City.

Effective June 1, 2015, all vendors wishing to do business with the City of Kawartha Lakes must be pre-qualified. Vendors can pre-qualify by registering online at www.city.kawarthalakes.on.ca/city-hall/purchasing

Note: Copies of the following documents are required at time of registration

- a) Current insurance certificate, with the City named as additional insured
- b) A valid WSIB clearance certificate
- c) Company Health and Safety Policy (if applicable)

Questions about the Vendor Management Program can be forwarded to vendors@city.kawarthalakes.on.ca

Electronic Funds Transfer

As of September 1, 2015, the City of Kawartha Lakes will no longer issue cheques for payments. Awarded vendors will be required to register for EFT.

Location, Item/Description

Description		Total Price
Project meetings including one in-person startup meeting and 2 in-person committee meetings, weekly teleconference meetings (approximately 8) and various email/phone conversations		\$
Complete landfill waste audits (by May 5, 2017) as specified below at each of the five open landfills. Audit findings to be included as an appendix to the final investigation report.		\$
Develop one (1) final investigation report completed by June 30, 2017 that outlines recommended future program options for a landfill drop-off C&D waste recycling program as specified below and implementation plan.		\$
<u>Instructions to Vendors:</u> Submissions will not be considered unless this informal quotation form is completed in full. Quotation may be awarded in whole or in part and all quantities, locations, etc. shown are approximate. Actual quantities, locations, etc. may be greater than or less than the quantities, locations, etc. listed. Delivery is FOB. FOB destination is the City of Kawartha Lakes location(s) as specified above. The City's Standard Terms and Conditions will apply and are attached. The City reserves the right to reject any or all quotations.	Subtotal	\$
	HST	\$
	Total Quotation	\$

Contract Term/Delivery Timeline

The Contract shall become effective on the award date received and will be in the form of a Purchase Order issued by the City. All work must be completed and submitted to the City by June 30, 2017.

Insurance Requirements

The selected Vendor may be required to submit an insurance certificate. If an insurance certificate is requested, the coverage shall be for Commercial General Liability Insurance, including bodily injury including death, property damage including loss of use thereof, products or completed operations liability, non-owned automobile, personal injury, blanket contractual liability, contingent employer's liability, owner's and contractor's protective coverage and cross liability and severability of interests clause. The limit of liability required is no less than \$2,000,000.00 per occurrence. The City shall be named as additional insured.

Motor Vehicle Liability Insurance of no less than \$2,000,000.00 per occurrence, for all licensed Motor Vehicles owned or leased by the Vendor.

Professional Liability of no less than \$500,000.00 per occurrence.

All insurance shall be at the Vendor's sole cost and expense. The Vendor shall be required to pay any deductible amounts in connection with all insurance policies.

WSIB Requirements

A WSIB Clearance Certificate shall be supplied by the successful Vendor within 7 days of notice of selection for award. A Certificate of Clearance issued by the WSIB with the WSIB number and proof of satisfactory standing is mandatory for the Selected Vendor throughout the term of the contract. The Vendor must at all times comply with the provisions of the Act. As of January 2014, independent operators are required to register through WSIB.

Evaluation

All Informal Quotations will be evaluated and processed in accordance with the City's Purchasing Policy with amendments or revisions. The policy in its entirety can be viewed on the City's website at: www.city.kawarthalakes.on.ca/purchasing

References

Provide three references for similar type purchase of goods or work performed in the last 3 years. Past purchase or work for the City will be considered.

Company:		
Contact Name and Title:		
Telephone Number:	Email Address:	
Type of Work	Year	Value

Company:		
Contact Name and Title:		
Telephone Number:	Email Address:	
Type of Work:	Year:	Value:

Company:		
Contact Name and Title:		
Telephone Number:	Email Address:	
Type of Work:	Year:	Value:

Specifications

The City of Kawartha Lakes is seeking quotations from qualified consultants to complete an investigation for feasibility of implementing a landfill drop-off construction and demolition waste recycling program that is inline with the approved City's Integrated Waste Management Strategy, dated August 2015.

A construction and demolition waste recycling program could be considered for implementation at select or all of the City's five (5) open landfill sites including:

- Somerville landfill (Rural Site), 381 Ledge Hill Road, Amended ECA# A321604
- Lindsay Ops landfill (Urban Site), 51 Wilson Road, Amended ECA #A321504
- Fenelon landfill (Urban Site), 341 Mark Road, Amended ECA# A321206
- Laxton landfill (Rural Site), 3225 Monck Road, Amended ECA#A321304
- Eldon landfill (Rural Site), 311 Rockview Road, Amended ECA#A321004

The hours of operation for the City's landfill sites is posted on the City's website at <http://www.city.kawarthalakes.on.ca/residents/solid-waste-services/landfill-information>.

Existing Information

The City of Kawartha Lakes will assist the successful proponent by providing the necessary information to complete the above noted report including the following information:

- Making Waste Matter: Integrated Waste Management Strategy, Aug 2015
- Making Waste Matter: Supplementary Document, Aug 2015
- Amended Environmental Compliance Approvals (ECAs) listed above
- Fleming College IC&I Diversion Study, 2013
- Historical landfill waste audit data at Lindsay Ops landfill, 2013
- Annual waste and recycling quantities (2012 to 2016)

Deliverables

The City's approved Integrated Waste Management Strategy (IWMS) provides a 32 year framework that encompasses a variety of waste diversion opportunities including the implementation of a landfill drop-off construction and demolition (C&D) waste recycling program for launch in 2018. It is the City's intent that material collected in this recycling program will be sent to a third party company for further recycling.

The following is a list of criteria that will be required to be completed for investigating the implementation of C&D recycling at City landfills.

- 1) Review of background information in preparation of one in-person startup meeting scheduled before January 27, 2017 to ensure that any operation recommendations are feasible by MOECC and/or identify if any ECA amendments are required.
- 2) Conduct landfill waste audits at each landfill site that will consist of 3 audit days per each of the 3 rural sites and 5 days for each of the 2 urban sites. Each site audit must include a full day of auditing during operating operations and each site must be audited during a weekend day(s) and weekday(s). The audit plan, procedures and schedule must be provided to the City prior to each audit occurring to ensure landfill staff are aware. Audits will be conducted to:
 - a. Determine the percentage of C&D waste received at each landfill site on an annual basis (i.e. 50% C&D, 40% residential, 10% other)
 - b. Quantify by material type including electrical wire, glass, non-ferrous metals, clean wood, pressure treated wood, carpet/ underpad, insulation, drywall/ plaster, shingles, ceramics, aggregates, concrete and any other material type warranted of C&D waste that is received at each landfill site on an annual basis.
 - c. Identify the impact on landfill capacity (i.e. landfill space saved if a material type waste diverted from a C&D recycling program per site and overall for the City).
 - d. Project the increase to the City's overall diversion rate
 - e. Provide audit information (charts, tables, field notes, photos and other information generated) within the requested final investigation report or as an appendix.

The audit data should be reasonably accurate, defensible and based on methods acceptable by SWANA, OWMA, etc. Scheduled waste audit days will be need to be coordinated with City staff to ensure they do not interfere with daily operations. All equipment to complete these audits is to be supplied by the contractor/consultant. Findings will be submitted detailing all of the information, photos and data from the audits. The audit findings will be included as an appendix in the requested final investigation report.

- 3) Consult with other municipalities and summarize their existing C&D programs. Information could include accepted material types, tipping fees, waste quantities generated, landfill space saved, end markets, recycling companies utilized, associated operating and capital budgets and municipal contact information for future follow up by City staff if required. Provide information as an appendix in the requested final investigation report.
- 4) Consult with industry to determine:
 - a. What opportunities and companies exist for C&D recycling
 - b. Industry standards for receiving material (i.e. as mixed loads or sorted by material type)
 - c. Any local opportunities to divert C&D waste to local reuse businesses (i.e. Habitat for Humanity)
 - d. Potential range of industry fees associated with C&D recycling
 - e. Provide industry contacts

Industry information will be incorporated into the final investigation report.

- 5) Consult with the City's Waste Strategy Task Force Committee to present a kick-off plan and the final report which all investigation findings, answer questions. The first meeting with the committee will occur following the background review and staff in-person startup meeting. The committee typically meets the third Wednesday of each month in the afternoon. Therefore, the first committee meeting will take place January 18, 2017 or February 15, 2017. There will also be a second follow-up committee meeting required once the final investigation report is drafted to present program options and allow of committee feedback. This second meeting will take place on May 17, 2017 or June 21, 2017. Note these committee consultations will be in-person meetings in Lindsay with a PowerPoint presentation required.
- 6) Provide recommendations for the landfill sites where the City could consider implementing a C&D recycling program based on an options assessment and business case rationale with selection of the preferred option. Examples of options would be collection and off-site transport to a receiving facility, on-site facility(s), level of separation of waste streams and resource recovery. Recommendations will be included in the requested final investigation report and also include but not limited to:
 - a. Identify recommended material types for C&D recycling programs based on audit results
 - b. Cost evaluations
 - c. Identify recommended site(s) for implementation and any staging involved in the implementation.
 - d. If an amendment to any existing ECA approvals are required
 - e. Figures for a staging plan for each landfill site that C&D recycling program is recommended (i.e. how C&D material will be received, sorting areas, number of piles, bins, frequency of collection by end market recycler, flow of traffic, etc.)
 - f. Proposed tipping fee (if different from current)
 - g. Health and safety considerations for City staff
 - h. Any additional internal waste quantities tracking required
 - i. Proposed implementation and communications timelines including seasonal programs

- 7) Prepare spreadsheet(s) with a cost analysis for implementation including short term and long term operating and capital projections with financial justification to move forward or not for each landfill site. Spreadsheets will be part of the requested final investigation report.

Also, to complete this work regular communications with City staff is required including:

- 1) One in-person start-up meeting wit City staff (as discussed above)
- 2) Two in-person committee meetings (as discussed above)
- 3) Three days per each of the 3 rual site and five days per each of the 2 urban site field days allocated to conduct waste audits
- 4) Weekly updates via teleconference
- 5) Ongoing correspondence through email or phone
- 6) Two in-person meetings with the City's Waste Strategy Task Force (as discussed above)

Pricing provided will includes two (2) hard copies and a complete electronic copy (PDF and original format such as word, excel, Autocad or other formats utilized) of the final investigation report.

Invoicing

Final invoicing for work must be invoiced and submitted to the City within one (1) month of work completion.

Acknowledgement

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

H.S.T. Registration Number: _____

I agree to supply the above at the price and conditions herein offered as specified in accordance with this informal quotation and addendum # _____ to # _____.

Vendor/Authorized Signature: _____

Name: _____

Position/Title: _____

Date: _____

☐ Decline to bid. Add a check mark to the box to indicate a decline to bid and please indicate the reason in the box below:

Standard Terms and Conditions

Invoices must quote the Purchase Order and be addressed and forwarded to: The Corporation of the City of Kawartha Lakes, Accounts Payable, Box 9000, Lindsay, Ontario, K9V 5R8.

This purchase order is strictly limited to its terms and conditions and any counter-offers or changes of terms proposed by the vendor are hereby rejected, unless specifically agreed to in writing by the Corporation of the City of Kawartha Lakes (hereinafter the "City").

The goods and services described in this Purchase Order are subject to the following terms and conditions and the Vendor agrees to be bound by and comply with all such terms and conditions.

Terms and Conditions – Goods and Service:

1. The Purchase Order together with all relevant documents, drawings and specifications referred to herein, shall, when accepted by the Vendor, constitute the contract between the Vendor and the City. By shipping goods as stated on the Purchase Order, the Vendor agrees to these Terms and Conditions and will fulfill its obligations according to the Purchase Order.
2. There shall be no variation, alteration, substitution or amendment of the Purchase Order unless previously approved in writing by the City's Corporate Services Manager, Financial Services or his/her designate.
3. The Vendor may not assign or subcontract the Purchase Order or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may require.
4. All orders are to be shipped to the location FOB City of Kawartha Lakes specified on the Purchase Order.
5. The Vendor shall display the complete Purchaser Order number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.
6. Vendors outside Canada shall provide Canada Customs Invoices with completed, acceptable shipment documentation to the Customs broker.
7. Unless otherwise stated, the City shall pay to the Vendor all amounts in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services, whichever is later, unless otherwise noted on the Purchase Order. Term discounts will be calculated from the same date.
8. The price indicated on the Purchase Order is the total cost and includes all fees and charges of any kind, including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking and government tax levies, unless otherwise stated on the Purchase Order.
9. All applicable taxes are specified on the Purchase Order. If the Harmonized Services Tax applies, the Vendor agrees to invoice in accordance with the *Excise Tax Act* and include a valid business registration number on the invoice.
10. Where a delivery date is stated, delivery by such date is regarded as of the essence of the contract. Failure on the part of the Vendor to complete by the stated delivery date for reasons other than those beyond his control, will entitle the City to any one or combination of the following remedies:
 - (a) Cancel the order without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

- (b) Reassign the contract and charge the original Vendor with all incremental costs involved.
11. In the event of strikes, accidents or unexpected events of Force Majeure causing stoppage of work, the City reserves the right to suspend the application of the Purchase Order.
 12. Delivered goods and services are in accordance with the quantity and the requirements as specified in this Purchase Order and any attached specifications and are subject to inspection and approval, following delivery for a period of not less than sixty (60) days, notwithstanding prior payment. In the event any discrepancy in the order or if the goods are rejected by the City, acting in its sole discretion, the City is entitled to return such goods at the Vendor's expense and the Vendor shall credit the City accordingly within fifteen (15) days of return of the goods.
 13. Notwithstanding delivery of goods, title to the goods remains with the Vendor until the City has inspected and approved the goods or sixty (60) days has passed after delivery without the City rejecting the goods.

The Vendor represents, warrants and covenants that the delivered goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right. In the event that they do so infringe, Vendor will obtain permission for the City to use such goods or, alternatively, at the City's option, substitute similar goods that do not infringe. The Vendor warrants that the shipping and handling of designated products and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal laws and regulations in force at the time of shipment. Workplace Hazardous Materials Information System, Material Safety Data Sheets, must be provided with the product supplied, as defined under the federal Hazardous Products legislation and provincial WHMIS legislation. Dangerous goods shall be shipped only in compliance with Canadian Transportation of Dangerous Goods (TDG) Regulations, Hazardous Materials Regulations, and all other environmental laws, rules, regulations and procedures, where applicable.
 14. The Vendor represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and City specifications and are fit for their ordinary purposes, unless the City has made a particular purpose known to the Vendor, in which event the goods are fit for that particular purpose as well. Vendor further warrants that the Goods are free of any liens or encumbrances and have not been pledged as security for any obligation.
 15. The Vendor warrants that all electrical and electronic components and equipment supplied under this Order shall be approved in accordance in the Ontario Electrical Safety Code and must be certified so the intended use of the equipment in Canada by certified organization accredited to the *Standards Council of Canada Act*.
 16. In the event of any breach of warranty at law or pursuant to the Purchase Order by the Vendor, at any time during the one (1) year warranty period, the Vendor shall, at the City's option, repair or replace the goods with an equivalent or better product at no additional cost to the city within fifteen (15) days of the City's notification to do so.
 17. The City makes no guarantee of the value or volume of goods or work to be assigned to the Vendor. The Purchase Order is not an exclusive contract for the provision of the goods and/or services listed. The City may contract with others for the same or similar goods and/or services to those described or may obtain the same or similar internally.
 18. The Vendor shall indemnify and save harmless the City, its directors, officers, councilors, employees, contractors and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of services or supply of the goods, including

but not limited to personal injuries to anyone, breach or alleged breach of intellectual property laws, environmental non-compliance, product liability or property damage.

19. The Vendor shall provide the goods and services in strict compliance with all laws, regulations, codes and standards of Canada and the Province of Ontario, at the sole cost of the Vendor.
20. This Contract is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for the same do not apply.
21. The Vendor on behalf of itself, its directors, officers, employees and agents acknowledges that for the purposes of the Purchase Order, the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* bind it.
22. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document contract or agreement, will govern.
23. Time is of the essence and the Vendor shall deliver the goods and services contemplated by the Purchase Order in strict accordance with the delivery date, quantity and the requirements as specified on this Purchase Order and any attached specifications.

Terms and Conditions – Specific to Service:

24. For services, the Vendor represents that it has the expertise, experience, facilities, skilled personnel, management and knowledge necessary or required to deliver the services in a competent and professional manner. The Vendor understands that the City is relying upon this representation in issuing the Purchase Order.
25. For the services, the Vendor shall:
 - a) perform all work in a good and workmanlike manner to the full satisfaction of the City;
 - b) obtain and maintain full and adequate insurance covering performance of the work, proof of which will be made available to the City upon request;
 - c) obtain and maintain Worker's Safety Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to the City upon request;
 - d) comply with all applicable by-laws, policies, procedures, guidelines and rules of the City; and
 - e) supervise their workers, consultants, agents and subcontractors to ensure they conform to the requirements of the service, specifications and the terms and conditions of the Purchase Order.
26. The Vendor shall indemnify the City for any liability to the Workers' Safety and Insurance Board of Ontario arising from the Purchase Order.
27. Service performed by a Consultant is an independent contractor and neither an agency, partnership nor employer-employee relationship is intended or created by this Purchase Order or Agreement.
28. For services, the Vendor shall provide, upon request of the City from time to time, staff knowledgeable about the delivery of the services for consultation with a representative or representatives of the City. The City shall provide, upon request of the Vendor, a representative or representatives of the City to consult with the Vendor with respect to the services being delivered by the Vendor pursuant to the Purchase Order.
29. The Vendor will maintain proper records and prepare and submit upon request, comprehensive reports respecting the services provided pursuant to the Purchase Order.

- 30.** The Vendor authorizes the City, its employees, representatives and agents to enter at all reasonable times, any premises used by the Vendor in connection with the provision of services pursuant to the Purchase Order, in order to:
- (a) Observe and evaluate the services provided under the Purchase Order; and
 - (b) Inspect all records, documents and invoices relating to the services provided pursuant to the Purchase Order.
- 31.** The City may terminate the Purchase Order upon thirty (30) days notice in writing, and without any further liability, in the event the City, in its sole discretion, determines that the Service Provider has:
- a) Neglected, failed or refused to proceed promptly with the Services contemplated to be provided by the Service Provider pursuant to the Purchase Order;
 - b) Contravened any of the Service Provider's obligations hereunder; provided however, that the City shall set out particulars of the default of the Service Provider in any such notice of termination and in the event that the Service Provider corrects or remedies the default to the satisfaction of the City within the thirty day notice period, the notice of termination shall be null and void.



Request for Informal Quotation RFQ 2016-011 for Investigation of Options for Curbside Collection

Quotations are due on or before: December 7, 2016

Note: Quotations that are received after the deadline will not be considered.

Requirements

Quotations are requested for all technical staff labour, meetings, materials and equipment necessary to complete an investigation to determine the most efficient approach to offering a curbside collection program within the City of Kawartha Lakes. Please read the document carefully.

Questions will be received via email to Angela Porteous at aporteous@city.kawarthalakes.on.ca until November 21, 2016 at 4:00 PM. If required, an addendum may be released to address the questions that are submitted. It is the Vendor's responsibility to read and acknowledge addendums.

Please complete the information requested below. Fax or email this completed and signed form directly to Angela Porteous at aporteous@city.kawarthalakes.on.ca or fax to 705-328-3122.

Fulfillment of any order is in accordance with the standard terms and conditions with this request for quotation. Any materials used, labour or service expended to provide an estimate or quotation for goods or service, prior to any order by the City, shall be at the risk and expense of the Vendor providing the quotation.

Vendor Management Program

The City of Kawartha Lakes is committed to providing a safe and healthy working environment for employees and contractors. To promote this type of environment, the City created a vendor management program consisting of three components:

- a) Pre-qualification;
- b) Environment, Health and Safety; and
- c) Performance Management

The vendor management program specifies the minimum standards required to work with the City.

Effective June 1, 2015, all vendors wishing to do business with the City of Kawartha Lakes must be pre-qualified. Vendors can pre-qualify by registering online at

www.city.kawarthalakes.on.ca/city-hall/purchasing

Note: Copies of the following documents are required at time of registration

- a) Current insurance certificate, with the City named as additional insured
- b) A valid WSIB clearance certificate
- c) Company Health and Safety Policy (if applicable)

Questions about the Vendor Management Program can be forwarded to

vendors@city.kawarthalakes.on.ca

Electronic Funds Transfer

As of September 1, 2015, the City of Kawartha Lakes will no longer issue cheques for payments. Awarded vendors will be required to register for EFT.

Location, Item/Description

Description		Total Price
Project meetings including 1 in-person startup meeting with staff and 2 in-person committee meetings, weekly teleconference meetings and various email/phone conversations.		\$
Complete one (1) Curbside Waste Audit that includes co-mingled (blue box) and garbage.		\$
Develop one (1) hardcopy final report that outlines recommended future curbside collection program including alternatives with preferred options as specified below.		\$
<u>Instructions to Vendors:</u> Submissions will not be considered unless this informal quotation form is completed in full. Quotation may be awarded in whole or in part and all quantities, locations, etc. shown are approximate. Actual quantities, locations, etc. may be greater than or less than the quantities, locations, etc. listed. Delivery is FOB. FOB destination is the City of Kawartha Lakes location(s) as specified above. The City's Standard Terms and Conditions will apply and are attached. The City reserves the right to reject any or all quotations.	Subtotal	\$
	HST	\$
	Total Quotation	\$

Contract Term/Delivery Timeline

The Contract shall become effective on the award date received and will be in the form of a Purchase Order issued by the City. All work must be completed and submitted to the City by March 31, 2017.

Insurance Requirements

The selected Vendor may be required to submit an insurance certificate. If an insurance certificate is requested, the coverage shall be for Commercial General Liability Insurance, including bodily injury including death, property damage including loss of use thereof, products or completed operations liability, non-owned automobile, personal injury, blanket contractual liability, contingent employer's liability, owner's and contractor's protective coverage and cross liability and severability of interests clause. The limit of liability required is no less than \$2,000,000.00 per occurrence. The City shall be named as additional insured.

Motor Vehicle Liability Insurance of no less than \$2,000,000.00 per occurrence, for all licensed Motor Vehicles owned or leased by the Vendor.

Professional Liability of no less than \$500,000.00 per occurrence.

All insurance shall be at the Vendor's sole cost and expense. The Vendor shall be required to pay any deductible amounts in connection with all insurance policies.

WSIB Requirements

A WSIB Clearance Certificate shall be supplied by the successful Vendor within 7 days of notice of selection for award. A Certificate of Clearance issued by the WSIB with the WSIB number and proof of satisfactory standing is mandatory for the Selected Vendor throughout the term of the contract. The Vendor must at all times comply with the provisions of the Act. As of January 2014, independent operators are required to register through WSIB.

Evaluation

All Informal Quotations will be evaluated and processed in accordance with the City's Purchasing Policy with amendments or revisions. The policy in its entirety can be viewed on the City's website at: www.city.kawarthalakes.on.ca/purchasing

References

Provide three references for similar type purchase of goods or work performed in the last 3 years. Past purchase or work for the City will be considered.

Company:		
Contact Name and Title:		
Telephone Number:	Email Address:	
Type of Work	Year	Value

Company:		
Contact Name and Title:		
Telephone Number:	Email Address:	
Type of Work:	Year:	Value:

Company:		
Contact Name and Title:		
Telephone Number:	Email Address:	
Type of Work:	Year:	Value:

Specifications

The City of Kawartha Lakes is seeking quotations from qualified consultants to complete an investigation to determine the most efficient approach of offering a curbside collection program that is inline with the approved City's Integrated Waste Management Strategy, August 2015. The City has provided the community with the same curbside collection program since amalgamation in 2001.

The City's approved Integrated Waste Management Strategy (IWMS) provides a 32 year framework that encompasses a variety of waste diversion opportunities including the implementation of a more efficient curbside collection program. More specifically, the Strategy speaks to lowering the curbside waste bag limits, bi-weekly curbside waste collection as well as weekly blue (container) & green (fibre) box recycling. The City is seeking a consultant to determine the most efficient and cost effective implementation options for any potential curbside collection frequency or limit changes.

Existing Information

The City of Kawartha Lakes will assist the successful proponent by providing the necessary information to complete the above noted report including the following information:

- Making Waste Matter: Integrated Waste Management Strategy, Aug 2015
- Making Waste Matter: Supplementary Document, Aug 2015
- Historical curbside waste audits (2007, 2009, 2012)
- Annual waste and recycling quantities (2012 to 2016)
- Existing waste collection specifications i.e. By-law, etc.
- As well, during the in-person start up meeting the City will review existing operations and infrastructure for consideration as part of the assessment.
- Other studies related to transfer stations operations, etc.

Deliverables

The following is a list of criteria that will be required when investigating the most efficient approach to offering a curbside collection program.

- 1) Review of background information in preparation of one in-person startup meeting to be scheduled before January 15, 2017.
- 2) Conduct curbside waste audit in January/February 2016 to supplement previous curbside waste audits. The audit procedures will be provided to the City prior to performing the audit and should follow Stewardship Ontario practices. The audit will allow the City to:
 - a. Understand curbside usage by users that participate in the City's curbside collection program
 - b. Determine the percentage of container (co-mingle) materials by category (i.e. mixed broken glass, aluminum, steel, PET Plastic, HDPE Plastic, Mixed Plastics, Thermoform Plastics, Film Plastic, Polystyrene, Polycoat Cartons, Polycoat Coffee Cups and Contamination)
 - c. Determine the percentage of waste by category (i.e. waste, container (co-mingle) materials, organics, fibres and hazardous waste items)
 - d. Provide audit results (charts, tables, field notes, photos and other information generated) as an appendix to the requested final report.

Scheduled waste audit is to take place over blue box (container) collection weeks and will need to be coordinated with City staff and the collection contractor to ensure that audits do not interfere with daily collection operations. Audit sample material will come from 100 setout locations throughout the municipality (i.e. 20 setout locations in a row in 5 designated sample areas) that have the same collection day and represent both residential and commercial behaviours. All equipment and staff needed to complete these audits is to be supplied by the contractor. Indoor sorting space will be provided by the City at the Lindsay Ops landfill transfer station buildings (unheated but sheltered space).

- 3) Consult with other municipalities and summarize their existing curbside collection program. It will be important to focus your investigation on municipalities that do not operate a curbside Source Separated Organics (SSO) program, as curbside SSO is not part of the City's waste strategy. The City is looking at promoting backyard composting in 2017 as a means of managing SSO. Other information required from other municipalities includes

- a. Tools in place to assist residents in managing SSO material through backyard composting or related that the City could consider (i.e. Municipality of West Grey, City of Owen Sound and other municipalities that have similar mixed rural urban populations with relatively low population densities .
- b. Request copies of other municipal tender documents directly or example tenders through organizations such as CIF, OWMA, SWANA etc. for curbside collection services.

All other municipal information gathered is to be incorporated as an appendix in the final report.

- 4) Consult with the public to reach both permanent and seasonal residents to demonstrate:
 - a. Potential participation rates in proposed curbside collection program changes
 - b. Support/ buy-in from the public
 - c. Preferred options with public input

Public consultation can be completed in the form of a survey. However, it will be important to provide the community with the opportunity to participate both electronically and in print. This method of reaching out to the community has been undertaken by the City in the past and there are several distribution opportunities that exist including but not limited to handouts at the landfills, municipal buildings, engagement with organized community groups, City's MyWaste app, City's website and survey monkey. The consultant will outline their approach for consulting the public with timelines, that will be approved by the City prior to implementation. Provide information as an appendix and as content within the requested final report.

- 5) Consult with the City's Waste Strategy Task Force Committee at two meetings. The first will be January 18, 2017 to present an overall plan of the deliverables and to invite comments from members of the Task Force. The second meeting will take place March 15, 2017 to present all investigation findings and answer questions. Note these meetings with the Task Force will be in-person meetings with a PowerPoint presentation required.
- 6) Provide final report with recommendations for curbside collection changes that the City should consider for creating a more efficient program based on audit information, public consultation, other municipality investigations and discussion with City staff and the Waste Strategy Task Force Committee. Recommendations will be incorporated into the final report and include but not be limited to:
 - a. Proposed curbside changes such as
 - i. Waste limits, collection frequency changes
 - ii. Curbside recycling collection frequency changes
 - iii. Consideration for seasonal program changes (i.e. reduced limits, frequency only seasonally such as from October to May)
 - iv. Potential bag tag distribution (i.e. provide residents with annual waste tags to utilize as needed throughout the year)
 - b. Considerations for promoting backyard composting or related to manage SSO
 - c. Potential impacts to the City's overall diversion rate
 - d. Identify the impact on current landfill capacity

- e. Recommended wording for program changes for use in the City's curbside collection tender
- f. Proposed implementation plan with timelines including public messaging/ marketing strategy to ensure success and the necessary public education required
- g. Requirement for any capital investments or changes to infrastructure

The report should include business case reasoning with spreadsheet(s) and cost analysis for implementation including short term and long term operating and capital projections with financial justification to move forward or not with proposed curbside collection changes.

Also, to complete this work regular communications with City staff is required including:

- 1) One in-person staff start-up meeting
- 2) Two in-person committee meetings
- 3) Field days allocated to conduct a waste audits from 100 setout locations
- 4) Weekly updates via teleconference
- 5) Ongoing correspondence through email or phone
- 6) Pricing provided will includes one (1) hard copies and a complete electronic copy (PDF and original format such as word, excel, Autocad or other formats utilized) of the final report.

Invoicing

Final invoicing for work must be invoiced and submitted to the City within one (1) month of work completion.

Acknowledgement

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

H.S.T. Registration Number: _____

I agree to supply the above at the price and conditions herein offered as specified in accordance with this informal quotation and addendum #_____ to #_____.

Vendor/Authorized Signature: _____

Name: _____

Position/Title: _____

Date: _____

☐ Decline to bid. Add a check mark to the box to indicate a decline to bid and please indicate the reason in the box below:

Standard Terms and Conditions

Invoices must quote the Purchase Order and be addressed and forwarded to: The Corporation of the City of Kawartha Lakes, Accounts Payable, Box 9000, Lindsay, Ontario, K9V 5R8.

This purchase order is strictly limited to its terms and conditions and any counter-offers or changes of terms proposed by the vendor are hereby rejected, unless specifically agreed to in writing by the Corporation of the City of Kawartha Lakes (hereinafter the "City").

The goods and services described in this Purchase Order are subject to the following terms and conditions and the Vendor agrees to be bound by and comply with all such terms and conditions.

Terms and Conditions – Goods and Service:

1. The Purchase Order together with all relevant documents, drawings and specifications referred to herein, shall, when accepted by the Vendor, constitute the contract between the Vendor and the City. By shipping goods as stated on the Purchase Order, the Vendor agrees to these Terms and Conditions and will fulfill its obligations according to the Purchase Order.
2. There shall be no variation, alteration, substitution or amendment of the Purchase Order unless previously approved in writing by the City's Corporate Services Manager, Financial Services or his/her designate.
3. The Vendor may not assign or subcontract the Purchase Order or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may require.
4. All orders are to be shipped to the location FOB City of Kawartha Lakes specified on the Purchase Order.
5. The Vendor shall display the complete Purchaser Order number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.
6. Vendors outside Canada shall provide Canada Customs Invoices with completed, acceptable shipment documentation to the Customs broker.
7. Unless otherwise stated, the City shall pay to the Vendor all amounts in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services, whichever is later, unless otherwise noted on the Purchase Order. Term discounts will be calculated from the same date.
8. The price indicated on the Purchase Order is the total cost and includes all fees and charges of any kind, including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking and government tax levies, unless otherwise stated on the Purchase Order.
9. All applicable taxes are specified on the Purchase Order. If the Harmonized Services Tax applies, the Vendor agrees to invoice in accordance with the *Excise Tax Act* and include a valid business registration number on the invoice.
10. Where a delivery date is stated, delivery by such date is regarded as of the essence of the contract. Failure on the part of the Vendor to complete by the stated delivery date for reasons other than those beyond his control, will entitle the City to any one or combination of the following remedies:
 - (a) Cancel the order without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

- (b) Reassign the contract and charge the original Vendor with all incremental costs involved.
11. In the event of strikes, accidents or unexpected events of Force Majeure causing stoppage of work, the City reserves the right to suspend the application of the Purchase Order.
 12. Delivered goods and services are in accordance with the quantity and the requirements as specified in this Purchase Order and any attached specifications and are subject to inspection and approval, following delivery for a period of not less than sixty (60) days, notwithstanding prior payment. In the event any discrepancy in the order or if the goods are rejected by the City, acting in its sole discretion, the City is entitled to return such goods at the Vendor's expense and the Vendor shall credit the City accordingly within fifteen (15) days of return of the goods.
 13. Notwithstanding delivery of goods, title to the goods remains with the Vendor until the City has inspected and approved the goods or sixty (60) days has passed after delivery without the City rejecting the goods.

The Vendor represents, warrants and covenants that the delivered goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right. In the event that they do so infringe, Vendor will obtain permission for the City to use such goods or, alternatively, at the City's option, substitute similar goods that do not infringe. The Vendor warrants that the shipping and handling of designated products and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal laws and regulations in force at the time of shipment. Workplace Hazardous Materials Information System, Material Safety Data Sheets, must be provided with the product supplied, as defined under the federal Hazardous Products legislation and provincial WHMIS legislation. Dangerous goods shall be shipped only in compliance with Canadian Transportation of Dangerous Goods (TDG) Regulations, Hazardous Materials Regulations, and all other environmental laws, rules, regulations and procedures, where applicable.
 14. The Vendor represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and City specifications and are fit for their ordinary purposes, unless the City has made a particular purpose known to the Vendor, in which event the goods are fit for that particular purpose as well. Vendor further warrants that the Goods are free of any liens or encumbrances and have not been pledged as security for any obligation.
 15. The Vendor warrants that all electrical and electronic components and equipment supplied under this Order shall be approved in accordance in the Ontario Electrical Safety Code and must be certified so the intended use of the equipment in Canada by certified organization accredited to the *Standards Council of Canada Act*.
 16. In the event of any breach of warranty at law or pursuant to the Purchase Order by the Vendor, at any time during the one (1) year warranty period, the Vendor shall, at the City's option, repair or replace the goods with an equivalent or better product at no additional cost to the city within fifteen (15) days of the City's notification to do so.
 17. The City makes no guarantee of the value or volume of goods or work to be assigned to the Vendor. The Purchase Order is not an exclusive contract for the provision of the goods and/or services listed. The City may contract with others for the same or similar goods and/or services to those described or may obtain the same or similar internally.
 18. The Vendor shall indemnify and save harmless the City, its directors, officers, councilors, employees, contractors and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of services or supply of the goods, including

but not limited to personal injuries to anyone, breach or alleged breach of intellectual property laws, environmental non-compliance, product liability or property damage.

19. The Vendor shall provide the goods and services in strict compliance with all laws, regulations, codes and standards of Canada and the Province of Ontario, at the sole cost of the Vendor.
20. This Contract is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for the same do not apply.
21. The Vendor on behalf of itself, its directors, officers, employees and agents acknowledges that for the purposes of the Purchase Order, the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* bind it.
22. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document contract or agreement, will govern.
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 - c) obtain and maintain Worker's Safety Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to the City upon request;
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 - e) supervise their workers, consultants, agents and subcontractors to ensure they conform to the requirements of the service, specifications and the terms and conditions of the Purchase Order.
26. The Vendor shall indemnify the City for any liability to the Workers' Safety and Insurance Board of Ontario arising from the Purchase Order.
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- (a) Observe and evaluate the services provided under the Purchase Order; and
 - (b) Inspect all records, documents and invoices relating to the services provided pursuant to the Purchase Order.
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- a) Neglected, failed or refused to proceed promptly with the Services contemplated to be provided by the Service Provider pursuant to the Purchase Order;
 - b) Contravened any of the Service Provider's obligations hereunder; provided however, that the City shall set out particulars of the default of the Service Provider in any such notice of termination and in the event that the Service Provider corrects or remedies the default to the satisfaction of the City within the thirty day notice period, the notice of termination shall be null and void.